

A. G. Contract No. KR-88-1214-TRD
ECS File: JPA 87-64 *H2649 010*
Project: I-8-1(88)
Section: Foothills T.I.

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY

THIS AMENDMENT is entered into May 17, 1989,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and YUMA COUNTY,
acting by and through its Board of Supervisors (the "County").

1. The State is empowered by Arizona Revised Statutes Sections 11-952 and 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made apart hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the County.

3. The State and County entered into an intergovernmental agreement filed January 7, 1987, with the Secretary of State as file no. 11671, and amended June 24, 1988, for the purpose of setting out the parties' respective responsibilities in constructing the Foothills (Avenue 13E) Traffic Interchange to Interstate Highway 8, a bridge across Fortuna Wash and extension of the North Frontage Road (the "Project").

NO. <u>11671</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>5-17-89</u>
<u><i>Don Shumway</i></u> Secretary of State
By <u><i>B. J. Vermillion</i></u>

4. The purpose of this amendment is to set out the responsibilities of the State and County relative to post-design services and construction claims, if any, for the Project.

5. This amendment shall become effective upon filing with the Secretary of State.

THEREFORE, the parties hereto agree as follows:

1. Costs associated with post-design services and construction claims or change orders, if any, shall be included in the total actual costs of the Project for purposes of determining cost participation.

2 The County shall, by change order to its design consultant contract, add post-design services for construction of the Project to its consultant's scope of work, as detailed in Exhibit "A" to this amendment.

a. The hourly rate established in the consultant contract change order shall not exceed \$50.00 per hour.

b. The total cost of post-design services shall not exceed \$25,000 without prior written approval of the State.

3. It is understood and agreed that services of the design consultant required due to errors and omissions on the plans shall not be reimbursed to the County.

All other terms and conditions shall remain the same.

STATE OF ARIZONA
Department of Transportation

By Gary K. Robinson
GARY K. ROBINSON
Chief Deputy State Engineer

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EXHIBIT "A"

JPA 87-64

1. The Consultant shall support the Contracts and Specifications process after completion of the Final II submittal leading to the complete bid documents as follows:

a. Answer questions relative to the plans, quantities and special provisions.

b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.

2. The Consultant shall, prior to the prebid conference, be prepared to walk the project with the assigned ADOT Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the prebid conference, if one is scheduled, and respond to questions related to the plans, details, and special provisions.

3. The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned ADOT Resident Construction Engineer, or questions developed in the prebid conference, or conditions discovered by bidders during the bid period.

4. The Consultant may be requested to prepare an analysis of the construction contract bids. The analysis could address any questions concerning quantities, the review of any recommendations for alternatives, and the ranking of the bidders based on factors available in the bids.

5. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction.

6. The Consultant shall review and approve shop drawings, erection procedure plans and falsework and formwork details, provide screed elevations and build-up dimensions for bridge deck construction, review proposals for substitutions, develop change orders, and provide other engineering services required to facilitate construction of the project.

7. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review and updating of design plans.

8. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

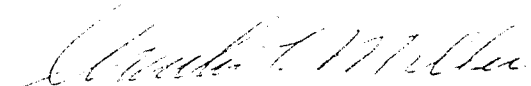
9. The Consultant shall coordinate with the utility companies for the relocation of utilities as needed.

ECS File: IGA-87-64
Project: I-8-1(88)
Section: Foothills T.I.

RESOLUTION

BE IT RESOLVED on this 18 day of JANUARY, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with Yuma County for provision of post-design services to the Foothills T.I. construction project.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation



Yuma County
Yuma, Arizona

OFFICE OF THE
BOARD OF SUPERVISORS
Redondo Square
P.O. Box 1112
Yuma, Arizona 85364
Phone 782-4534

RESOLUTION NO. 88-41

WHEREAS, the County of Yuma and the State of Arizona have have contracted to mutually and cooperatively construct a traffic interchange at the location of intersection of Interstate 8 and Foothills Boulevard, and

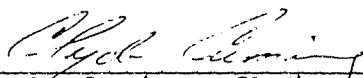
WHEREAS, the scope of work of the existing contract does not provide for post design work by the design consultants nor state terms of payment for such work, and

WHEREAS, post design work will be required of the design consultants as stated by EXHIBIT "A" attached hereto,


NOW THEREFORE BE IT RESOLVED, that the County of Yuma has agreed to amend the contract with the State of Arizona to provide for such post design work and payment therefore.

PASSED AND ADOPTED this 6th day of September, 1988.

Yuma County Board of Supervisors


Clyde Cuming, Chairman

ATTEST:



Andrew O. Torres
Yuma County Administrator

STATE OF ARIZONA)
)
COUNTY OF YUMA) SS.

I, ANDREW O. TORRES, Clerk of the Board of Supervisors, do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting held September 6, 1988.

"Upon motion and unanimous vote, the Board of Supervisors approved a second amendment to IGA87-64 between the State of Arizona and the County of Yuma covering the location where the County's avenue 13E intersects Interstate 8, a bridge across Fortuna Road and extension of the North Frontage Road".

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Board of Supervisors. Done at Yuma, the County Seat, this 6th day of September, 1988.



Clerk of the Board of Supervisors

(Seal)

ECS File: IGA-87-64
Project: I-8-1(88)
Section: Foothills T.I.
Amendment No. 2

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

The referenced amendment to intergovernmental agreement between Yuma County and the Arizona Department of Transportation has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned Yuma County Attorney, who has determined that it is in the proper form and is within the powers and authority granted to Yuma County.



Yuma County Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. HB-90-1214-TED, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of May, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division